

# General Terms and Conditions for the Registration of a SICK ID to Use Services on the Internet Website [www.sick.com](http://www.sick.com) and in the SICK IntegrationSpace® (ANB ID SICK)

(As at July 2020)

These Terms and Conditions, in the version valid at the time of contract conclusion, govern the creation of a SICK ID by online registration offered by (i) SICK AG, Erwin-Sick-Str. 1, 79183 Waldkirch ) or (ii) a company affiliated with SICK AG pursuant to section 15 et seqq. of AktG ("SICK") in accordance with the following provisions. The creation of a SICK ID is a prerequisite for the use of services offered by SICK or other companies ("Partner Companies") on the Internet website [www.sick.com](http://www.sick.com) and on the SICK IntegrationSpace® ("Services") to you as the end user ("User").

## 1 Registration

- 1.1 In order to create a SICK ID, you must register a user account ("SICK ID User Account") at [www.sick.com](http://www.sick.com). The registration is free of charge.
- 1.2 The offer to register a SICK ID User Account is made exclusively to entrepreneurs as defined in Section 14 (1) BGB, i.e. natural or legal persons or partnerships with legal personality who or which, when entering into a legal transaction (registering a SICK ID User Account based on these Terms and Conditions) act in exercise of their trade, business or profession ("Company"). During the registration you will need to specify your log-in data. They consist of your e-mail address and a password of your choosing. In addition, you need to provide fully and correctly all the information requested in the electronic registration form, such address-, contact- and, if necessary, payment details. You may not impersonate another person or company or use a name or company which you are not authorized to use.
- 1.3 If your registration or profile data change during your term of use, you must correct your data in your personal settings on [www.sick.com](http://www.sick.com) without delay. In the event that costs are incurred due to incorrect data (e.g. accounting errors due to incorrect account details), you are obliged to reimburse these costs to us if you are responsible for the incorrect data.
- 1.4 With the submission of your registration data, you submit an offer to SICK to register a SICK ID User Account based on these Terms of Use ("SICK ID Contract of Use"). SICK may accept this offer at its discretion. If your registration is confirmed within an appropriate period by an e-mail to your e-mail address, you shall not be bound by your offer any longer. Upon receipt of the confirmation e-mail, a SICK ID Contract of Use comes into effect and SICK activates your User Account. As of the activation, you are entitled to use other Services of the Internet website [www.sick.com](http://www.sick.com) and in the SICK IntegrationSpace® within the framework of the respective terms of use.
- 1.5 Your registration and your SICK ID and/or the SICK ID User Account including the log-in data are not transferrable. SICK does not provide any warranty that the other SICK ID User Account owners are the persons that they claim to be. SICK reserves the right to check your identity and your data at the time of the registration. You therefore authorize SICK to use all registration information to verify your data (including its updates).

## 2 Responsibility for Log-In Data

- 2.1 You shall keep your log-in data including the password confidential and may not disclose it under any circumstances to any unauthorized third parties.
- 2.2 It is your responsibility to ensure that only you can access the SICK ID User Account and use the Services made available therein. If you suspect that unauthorized third parties have gained knowledge or will gain knowledge of your log-in data, you must notify SICK immediately via [support@sick.com](mailto:support@sick.com).

## 3 Blocking of Access

- 3.1 SICK may, at its discretion, block your registration with SICK ID and/or your SICK ID User Account in whole or in part on a temporary or permanent basis if there is concrete indication that you are violating or have violated these Terms of Use, the terms of use of other Services and/or applicable law or if SICK has other legitimate interest in

blocking them. SICK will consider your legitimate interest to an appropriate extent when making this decision.

- 3.2 In the event of a temporary or permanent blocking, your access is blocked and you receive a notification thereof by e-mail.
- 3.3 In the event of a temporary blocking, the access is reactivated after the blocking period has expired or the blocking reason has been permanently eliminated and you receive a notification thereof by e-mail. Permanently blocked access cannot be reactivated. Permanently blocked persons are permanently excluded from participating in and using the Services and may not register again.

## 4 Termination of SICK ID Contract of Use

- 4.1 You may terminate your SICK ID Contract of Use with four weeks' notice to the end of the month. Please note that a SICK ID Contract of Use may be a prerequisite for the use of free and fee-based services on the Internet website [www.sick.com](http://www.sick.com) and in the SICK IntegrationSpace® due to a contract entered into with SICK or a Partner Company of SICK.
- 4.2 SICK also reserves the right to terminate the SICK ID Contract of Use with three months' notice to the end of the month, but not earlier, however, than on the earliest possible date of termination for the fee-based services provided to you by SICK or a Partner Company on the Internet website [www.sick.com](http://www.sick.com) and in the SICK IntegrationSpace®.
- 4.3 The right of termination for good cause remains unaffected.
- 4.4 In the event of a complete termination of your SICK ID Contract of Use, SICK is entitled to permanently delete all data generated in connection with your SICK ID Contract of Use on the expiry of 30 calendar days as of the effective date of the termination and on the expiry of any statutory retention periods. Irrespective of the existence of a SICK ID Contract of Use, SICK may be obliged by the applicable privacy law to delete personal data at an earlier date.

## 5 Confidentiality,

- 5.1 Each party undertakes to keep confidential all business and trade secrets or other confidential information provided to it by the respective other party or become known to it during the execution of the contract. The confidential information and the documents embodying it must not be made available to any third parties involved in the execution of the contract. The parties shall store and safeguard the information and documents in a such manner that prevents any unauthorized use by third parties and at least exercise the due care of a prudent businessman.
- 5.2 The obligation of confidentiality does not apply to information and documents that were generally known and available at the time of disclosure or that were known to the receiving party at the time of disclosure or that were later provided legitimately to the receiving party by third parties.

## 6 Data Processing, Privacy

- 6.1 SICK reserves the right to collect and process, within the legally permitted scope, anonymized machine data based on the provided Software. With the use of the Software the User grants to SICK the non-exclusive right to collect anonymized data and process them in particular for the following purposes:
  - Provision and improvement of products and services of SICK.
  - Compliance with legal requirements.
  - Web analysis and improvement of the online presence.
  - Use of restricted websites and for authentication.
  - Use of digital services, e.g. platform offerings, newsletter subscription / termination of subscription, or use of applications.
  - Prevention of misuse of the online offerings of SICK.
- 6.2 The right to collect data expires concurrently with the termination of the SICK ID Contract of Use. However, SICK shall remain entitled to store copies of the data already saved and to use them to develop the services of SICK.
- 6.3 SICK and the User shall comply with the respective applicable privacy law.

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- 6.4 If SICK processes personal data as the controller of data, the details of the processing are specified in the privacy information for the respective product. The User undertakes to provide this privacy information to the persons concerned.
- 6.5 If SICK is commissioned by the User to process personal data, the Parties shall sign an agreement on commissioned processing in accordance with Section 28 of the EU General Data Protection Regulation GDPR. The User shall inform SICK in text form and without delay of this requirement.

## 7 Indemnification

- 7.1 You are obliged to indemnify SICK and hold SICK harmless from and against all costs, claims and disadvantages of third parties arising from a violation of their rights by your content or from a legal violation of SICK's rights. This does not apply if and insofar as the violation is not attributable to you.
- 7.2 You are also obliged to reimburse SICK for all costs incurred by SICK as a result of the violation, in particular all legal fees, including all judicial costs and attorney fees. This does not apply if and insofar as the violation is not attributable to you.

## 8 Limitation of Liability

- 8.1 SICK shall be liable for damages – regardless of the legal cause – solely:
- in the event of intent;
  - in the event of gross negligence;
  - in the event of injury to life, body and health;
  - in the event that SICK has fraudulently concealed a defect;
  - insofar as SICK has given an explicit guarantee;
  - pursuant to the Product Liability Act; or
  - if SICK violates an essential contractual duty.
- In the event of violation of an essential contractual duty pursuant to g) by negligence of SICK, SICK's liability for damages shall be limited to typical contractual losses that could have been foreseen. This also applies to loss of profits and any other financial loss. An essential contractual duty is a duty the fulfillment of which is required for the due execution of a contract and the observance of which a Party relies on, and may rely on, regularly, as well as a duty the breach of which will put the achievement of the contractual purpose at risk. SICK's liability, regardless of the legal cause, except under the circumstances set out in a) to f) above, shall be limited to an amount equal to the order value.
- 8.2 Insofar as SICK's liability is excluded or limited, this also applies to the personal liability of SICK's officers, subcontractors, employees, representatives, vicarious agents and associates as well as to the liability of affiliated companies within the meaning of sections 15 et seq. of the German Stock Corporation Code (AktG), suppliers and licensors.
- 8.3 SICK shall not be liable for the accuracy, completeness and currency of data and information made available by the users.

## 9 Changes to these Terms and Conditions

SICK reserves the right to change these Terms and Conditions at any time with effect also on existing SICK ID Contracts of Use. You will be notified about such changes no later than 30 calendar days prior to the changes becoming effective. If you do not object within 30 days of receipt of notification, the changes are deemed to be effectively agreed as of expiry of the period. If you object, the SICK ID Contract of Use will expire on the next possible termination date. The notification of changes will inform you about your right to object and about the consequences.

## 10 Miscellaneous

- 10.1 The German law applies with the exclusion of the German private international law and the UN Convention on the International Sale of Goods.
- 10.2 If the User is an entrepreneur as defined in Section 14 of the German Civil Code (BGB), a legal entity under public law or a special fund under public law, all disputes arising

out of or in connection with this contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by three arbitrators appointed in accordance with the said Rules. The seat of arbitration shall be the seat of the contract partner of the User. The language of arbitration shall be German or English.

- 10.3 Should any provision of these Terms of Use be or become void, the validity of the other provisions shall remain unaffected thereby. In such case, the parties are obliged to cooperate on drawing up provisions which best achieve the economic objective of the void provision in a legally valid way. The foregoing applies accordingly to the filling of contractual gaps, if any.

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